### Payment Terms

XTechGear sells discounted quality New, used or refurbished central office and networking equipment. We accept Wire Transfer, Approved COD bank check or Fed-Ex COD. We may extend credit including COD Company Check or Net Terms to businesses who have established a business history with us and who have an approved credit application on file. Terms are Invoice Due Upon Receipt unless otherwise noted. If you have Past Due invoices, you will be automatically placed on COD Terms. Customer is responsible for payment of all legal fees arising from the collection effort to collect past due invoices.

# Sales Tax Certificate

If you are going to purchase equipment, we require a copy of your tax certificate on file PRIOR to the sale being completed. Please fax a copy of your sales tax certificate to 813-689-6334, or contact us if there are any issues prior to completing a sale. For your convenience, your information will be kept on file for future purchases.

### **Purchase Orders**

XTechGear requires a Purchase Order from our customers. No order can be processed without a Purchase Order. When the sale is processed, our software generates an email that is delivered to you. It is the responsibility of the customer to insure the accuracy of the order by carefully reviewing the information on the invoice.

#### **Order Cancellation**

Orders may not be cancelled without good cause. It is our company policy not to do business with customers who cancel orders without good cause, refuse to accept delivery, and do not pay as agreed or stop payment on checks written to us.

#### Shipping

#### **Continental U.S. Shipments**

Freight charges include prepaid insurance should your package be lost or damaged. If your package is lost or damaged, please send us an e-mail or contact our Customer Service Center at 813-661-1499 and inform them of the problem. We will coordinate efforts between us and the shipper to expedite the insurance claim and product replacement if necessary.

#### **International Shipments**

We will gladly ship internationally, unless shipments are restricted by law. To determine eligibility for international shipping, please email us or call 813-661-1499 between 9 a.m. and 9 p.m. EST, Monday through Friday. We will promptly send an e-mail to you to both confirm your order and provide your shipping charges. Please remember that all customs clearing, duties and taxes are not included in the freight calculation and are the responsibility of the customer. Limited warranties for internationally shipped products may vary or be null and void. (NOTE: Shipments that are not retrieved from customs are not covered by our insurance.)

# Export

To comply with certain vendor agreements and government regulations, XTechGear reserves the right to refuse to export products from the United States at any time. If you are purchasing products for export, you are responsible for the necessary export documentation before shipment is made to a foreign country. Manufacturer warranties for exported products may vary or be null and void.

We use foam, bubble wrap, sturdy boxes and pack items well. In the event the item arrives damaged, it is the responsibility of the customer to immediately notify the shipment company regarding the damaged items. XTechGear will work with the customer and shipment company to resolve the issue as soon as possible.

#### Completeness

We include packing slips indicating what is in the box with every shipment. It is your responsibility to check the items received against the packing slip. Make sure to notify XTechGear if there is any discrepancies immediately upon receipt of the equipment.

### Signature

For your protection, all shipments require a signature at the delivery point.

# Pricing

Pricing specifications and availability:

Prices, specifications and availability of products are subject to change without notice. Due to the unpredictable nature of the telecommunications market, descriptions may not reflect current technical information. Any typographical, photographic or specification error in product, pricing or offers is subject to correction.

Although Internet orders generate an automatic confirmation and response e-mail, XTechGear may change its pricing, product description or specification after any order confirmation or response e-mail but prior to shipment due to errors, changing market conditions, product discontinuation or unavailability, typographical errors, or any other reason. We will notify you of any corrections or changes and ask for your approval before we complete your order. We will not complete your order until we have your approval. We reserve the right to limit sales, including the right to prohibit sales to resellers, even after we have received and confirmed your order. Stated prices do not include shipping, sales tax and insurance.

# **Returning Equipment**

When you purchase new, used or refurbished electronics equipment, you want to know that the equipment will not fail during critical moments. XTechGear certifies and warranties all components for up to 30 days after the date of sale, unless otherwise noted. New equipment is covered under each manufacturers own warranty. No item can be returned without prior authorization. ANY DOA PRODUCT THAT IS RETURNED FOR REPAIR, EXCHANGE OR CREDIT MUST BE IN ITS ORIGINAL PACKAGING, WITH ALL ACCESSORIES AND IN NEW CONDITION. XTechGear will not be responsible for any shipping damages incurred during transit to or from the customer. All returns found to be fully functional are subject to 25% restock fee. Equipment that has been modified or otherwise obviously damaged will not be accepted for refunds. If an Item was damaged during shipment, it must be reported IMMEDIATELY upon receipt, and all packaging materials and documents must be kept as they arrived or else a credit will not be issued.

To expedite the handling of your return, please complete the following steps:

1. Contact our RMA department and acquire an RMA number. No credits or replacement items will be issued without a legitimate RMA number.

2. If you require an advanced replacement, please notify the RMA department when you are acquiring your RMA number.

3. Return the defective item to us via the method stated in your RMA confirmation email. If you did not require an advanced replacement, a credit or replacement unit will be issued when the defective item arrives and is processed at our location.

The following information MUST be contained with the product:

- 1) Your company name and address;
- 2) Telephone number;
- 3) Whom to contact;
- 4) Quantity of each item returned and if possible nature of defect;
- 5) How to return material to you;
  - (ex. Ground, 2-day, Next day)
  - (If not specified, we will return item UPS Ground.)

Please note that this is only a delivery method. Picking Next Day does not guarantee your board will be shipped in a day, but rather will be returned by next day delivery after a replacement is acquired.